

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brewers Supply Group, Inc.		05/25/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5253492	MAESTOSO	
Registration Number:	5253491	VIVACE	
Registration Number:	5253490	ANDANTE	
Registration Number:	4995092	HUMULUS U	
Registration Number:	4785381	G P	
Registration Number:	4785379	OIO	
Registration Number:	4785376	GILBERTSON & PAGE	
Registration Number:	4404724	BSG	
Registration Number:	4404725	BSG	
Registration Number:	4404726	BSG	
Registration Number:	4404727	BSG	
Registration Number:	4404728	BSG	
Registration Number:	4404729	BSG	
Registration Number:	1743445	TRUE BREW	
Serial Number:	87331534	SAMECOE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$390.00 5253492

Email: emily.klump@clarivate.com
Correspondent Name: Nancy A. Zarazua
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Emily Klump

SIGNATURE: /Emily Klump/

DATE SIGNED: 05/29/2018

Total Attachments: 7

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TRADEMARK COLLATERAL AGREEMENT

This 25th day of May, 2018, BREWERS SUPPLY GROUP, INC., a Delaware corporation (the “*Debtor*”) with its principal place of business and mailing address at 801 1st Avenue West, Shakopee, Minnesota 55379, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A. (“*BMO Harris*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but not the obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of May 25, 2018 among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

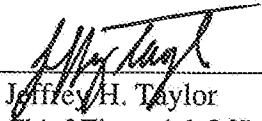
Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the internal laws of the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BREWERS SUPPLY GROUP, INC.

By 
Name: Jeffrey H. Taylor
Title: Chief Financial Officer and Secretary

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Agent

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BREWERS SUPPLY GROUP, INC.

By _____

Name: Jeffrey H. Taylor

Title: Chief Financial Officer and Secretary

Accepted and agreed to as of the date and year last above written.





BMO HARRIS BANK N.A., as Agent

By  _____
Name: Betzaida Erdelyi
Its: Managing Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARK REGISTRATIONS

MARK	COUNTRY	REG. NO.	GRANTED	OWNED BY
MAESTOSO	U.S.	5253492	08/01/2017	Brewers Supply Group, Inc.
VIVACE	U.S.	5253491	08/01/2017	Brewers Supply Group, Inc.
ANDANTE	U.S.	5253490	08/01/2017	Brewers Supply Group, Inc.
HUMULUS U	U.S.	4995092	07/05/2016	Brewers Supply Group, Inc.
	U.S.	4785381	08/04/2015	Brewers Supply Group, Inc.
OIO	U.S.	4785379	08/04/2015	Brewers Supply Group, Inc.
GILBERTSON & PAGE	U.S.	4785376	08/04/2015	Brewers Supply Group, Inc.
BSG	U.S.	4,404,724	09/17/2013	Brewers Supply Group, Inc.
BSG	U.S.	4,404,725	09/17/2013	Brewers Supply Group, Inc.
BSG	U.S.	4,404,726	09/17/2013	Brewers Supply Group, Inc.
	U.S.	4,404,727	09/17/2013	Brewers Supply Group, Inc.
	U.S.	4,404,728	09/17/2013	Brewers Supply Group, Inc.
	U.S.	4,404,729	09/17/2013	Brewers Supply Group, Inc.
TRUE BREW	U.S.	1,743,445	12/29/1992	Brewers Supply Group, Inc.
GILBERTSON & PAGE	CAN	TMA953729	10/28/2016	Brewers Supply Group, Inc.


OIO

CAN TMA953730 10/28/2016 Brewers Supply Group, Inc.



CAN TMA953724 10/28/2016 Brewers Supply Group, Inc.

PENDING TRADEMARK APPLICATIONS

MARK	COUNTRY	SERIAL NO.	FILED	OWNED BY
SAMECOE	U.S.	87331534	02/10/2017	Brewers Supply Group, Inc.
	CAN	1824206	02/23/2017	Brewers Supply Group Inc.
BSG	CAN	1824207	02/23/2017	Brewers Supply Group Inc.